

SECTION D — PACKAGING AND MARKING**D.1 DATA PACKAGING REQUIREMENTS (11/96)**

- (a) All unclassified data shall be prepared for shipment in accordance with best commercial practices.
- (b) Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

D.2 MARKING OF REPORTS (05/95)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (a) Name and business address of the Contractor;
- (b) Contract number and delivery order number, if applicable;
- (c) Date of report; and
- (d) Program office(s).

D.3 PACKING OF SUPPLIES FOR DOMESTIC SHIPMENT (05/95)

Supplies shall be packed for shipment in a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, and regulations of other carriers as applicable to the mode of transportation.

D.4 PACKING LIST(S) (05/95)

A packing list or other suitable shipping document shall accompany each shipment and shall include the following information:

- (a) Name and address of consignor;
- (b) Name and address of consignee;
- (c) Government contract number (and delivery order number, if used);
- (d) Government bill of lading number covering the shipment, if any; and
- (e) Description of the items shipped, including item number, quantity, number of containers, and package number, if any.

SECTION E — INSPECTION AND ACCEPTANCE**CLAUSES INCORPORATED BY REFERENCE****FAR SOURCE****TITLE AND DATE**

52.246-2	INSPECTION OF SUPPLIES—FIXED-PRICE (AUG 1996)
52.246-3	INSPECTION OF SUPPLIES—COST-REIMBURSEMENT (MAR 2001)
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)
52.246-5	INSPECTION OF SERVICES—COST —REIMBURSEMENT (APR 1984)
52.246-6	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR (MAR 2001)
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)
52.246-19	WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA.

E.1 INSPECTION AND ACCEPTANCE — DATA (05/95)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s).

E.2 INSPECTION AND ACCEPTANCE — SERVICES AND SUPPLIES (05/95)

Inspection and acceptance of the services and supplies to be provided hereunder shall be made by the Contracting Officer's Representative or his duly appointed representative.

E-3 QUALITY ASSURANCE EVALUATOR (QAE)

Appointed Quality Assurance Evaluators (QAEs) from the INL/A PROGRAM OFFICE functional area or NAS receiving the contract services will participate in the administration of this contract specifically to evaluate contractor performance, inspect the services for the government, and provide a report of inspection to the contracting officer. This designation does not include authority to direct and/or authorize the contractor to make changes in the scope or terms of the contract without the written authority of the contracting officer. QAEs for the contract are:

Maintenance	Doug Aslett
QA/QC	William Young
QA/QC	Bert Hall
Procurement	Gary Gunter
Logistics	Don Krause
Safety	TBD

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IT	Robert Price
Operations	Paul O'Sullivan
Colombia	Lowell Neese
Colombia	Mark Cooper
Colombia Eradication	Dave Crago
Colombia COLAR	Guy Stanoch
Peru	Richard Adams
Peru	Robert Saul
Bolivia	Don Campbell
Bolivia	Eric Stanley
Pakistan	Geoffrey Crassey

According to the Inspection of Services clause the Government will evaluate the contractor's performance under this contract. For those tasks and performance standards listed in the SOW, the quality assurance evaluator (QAE) or evaluators will follow the methods of surveillance as specified in this contract and quality assurance surveillance plan (QASP). All surveillance observations will be recorded by the Government. When an observation indicates defective performance, the QAE will request the contractor's representative initial the observation noted. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that he or she has been made aware of the defective performance. Government surveillance of tasks not listed in the SOW or by methods other than those listed in the QASP (such as provided for by the Inspection of Services clause) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the contracting officers as a result of surveillance will be according to the terms of this contract.

Government verification inspections of services shall not constitute acceptance, nor replace the contractor inspection or in any way relieve the contractor of any responsibility to take all actions necessary to assure highest quality of service rendered.

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SECTION F — DELIVERIES OR PERFORMANCE**CLAUSES INCORPORATED BY REFERENCE**

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-15 ALT I	SPOT-WORK ORDER (AUG 1989)-ALT I (APR 1984)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-12	Supervision, Labor, or Materials (Apr 1984)
52.247-14	Contractor Responsibility for Receipt of Shipment (Apr 1984)
52.247-15	Contractor Responsibility for Loading and Unloading (Apr 1984)
52.247-16	Contractor Responsibility for Returning Undelivered Freight (Apr 1984)
52.247-17	Charges (Apr 1984)
52.247-34	F.O.B. Destination (Nov 1991)
52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)

F.1 PERIOD OF PERFORMANCE (05/95)

This contract shall be effective on the date of the Contracting Officer's signature. The acquisition provides for a basic contract effort of a six-month transition period, a one-year basic period, and two one-year option periods and up to seven one-year award term option periods. The transition, basic, and first two option periods will be awarded as a part of the offeror's proposal in accordance with FAR 52.217-5. The remaining award term option periods will be fixed-priced. A request for a firm-fixed priced proposal will be requested from the successful offeror, when and if the contractor's performance merits the exercise of an award term option.

F.2 PLACE OF PERFORMANCE (05/95)

The principal place of performance for this contract is specified under the Section B CLINs and in each Delivery Order or Task Order.

F.3 PLACE OF DELIVERY (05/95)

1. Bogotá (ERADICATION PROGRAM)

- a. Each package/skid has a Bogotá label affixed to the outside.

Each package/skid also has an address label with the freight forwarder and consignee's address

- b. Consignee address is:
American Embassy/NAS
Zona Aduanera Fondo Rotatorio
Policia Nacional
Carrera 48 #46A-00SUR
Bogota Colombia

2. Tolemaida (COLAR PROGRAM)

- a. Each package/skid has a Tolemaida label affixed to the outside. Each package/skid also has an address label with the freight forwarder and consignee's address

- b. Consignee address is:
American Embassy/NAS
NAU COLAR
Zona Aduanera Ejercito
Colombia Call 103 DRA.11B
Batallon Abastecimientos
Bogota, Colombia
(Tolemaida)

3. Peru

- a. Each package/skid has a Peru label affixed to the outside.

Each package/skid also has an address label with the freight forwarder and consignee's address

- b. Consignee address is:
Ministerio Del Interior
Policia Nacional c/o
Embassy USA
Dyncorp/Convenio Antidrogas
Base FAB ALA Aerea No 2
Callao, Peru

4. Colombia (Straight FedEx)

- a. Address for items shipped straight FedEx is:
American Embassy/NAS
Y/O Forpo Policia Nacional
Descargue Urgente - CNP
Bogota, Colombia

5. Bolivia (Straight Fedex)

- a. Items (aircraft parts) shipped straight FedEx to Bolivia's address:

USAID-NAS
American Embassy
- RDTF Project
Aeropuerto La Paz
El Alto Bolivia

- b. Bolivia mail:
US Embassy Dyncorp
Barrio Aeronautico Calle
Aeropuerto El Trompillo
Hangar Diablos Rojos
Santa Cruz, Bolivia

6. Pakistan

- a. Each package/skid has a Pakistan label affixed to the outside. Each package/skid also has an address label with the freight forwarder and consignee's address

- b. Consignee address is:
NAS
House No.34
Main Embassy Road
G-6/4
Islamabad, Pakistan

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SECTION G — CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION DATA (07/01)

Contracting Officer: Mike Larson
larsonms@state.gov
703-875-6672

Contract Administrator: Patrick Murphy
murphypi@state.gov
321-783-9860 x33163
321-783-4589 (fax)

First Class Mailing: U.S. Department of State
Office of Acquisition Management
1038 South Patrick Drive
PAFB, FL 32925

Contracting Officer's Representative (COR): David A. Campbell
campbellda@state.gov
321-783-9860 x33153

Property Administrator: Sheryl Smith
smithsr@state.gov
321-783-9860 x33168

Government Flight Representatives:
Ground Jukka Norri
Air John O'Mary

G.2 DOSAR 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999) (ACQ STANDARD FORMAT) (09/99)

(a) *General.* The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm-fixed-price stated in Section B of this contract.

(b) The Contractor shall account for and properly charge the applicable appropriation data string for the services and supplies billed for on each invoice.

(c) *Invoice Submission.* Invoices shall be submitted in an original and three copies to the office identified in Block 10 of the SF-26, Block 23 of the SF-33, or Block 18b of the SF-1449, except that invoices for services shall be submitted to the Contracting Officer's Representative (COR) at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA." One copy of the invoice shall be concurrently submitted to the Contracting Officer at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA."

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To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "PROMPT PAYMENT."

(d) *Contractor Remittance Address.* Payment shall be made to the Contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified below:

**G.3 DOSAR 652.232-71 VOUCHER SUBMISSION (COST-REIMBURSEMENT) (AUG 1999)
(ACQ VARIATION) (09/99)**

(a) *General.* The Contractor shall submit, on a monthly basis, an original and four copies of each voucher. In addition to the items necessary per FAR 52.232-25, "PROMPT PAYMENT," the voucher items shall show the elements of cost for the billing period and the cumulative costs to date. The Contractor shall also provide copies of time sheets which support the number of hours worked. An original and three copies of each voucher shall be submitted to the Contracting Officer's Representative (COR) at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA." One copy of the voucher shall be concurrently submitted to the Contracting Officer at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA."

(b) *Contractor Remittance Address.* Payment shall be made to the Contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified below:

(c) The Contractor shall be permitted to submit vouchers for payment twice monthly for all cost reimbursement and Time & Material and Labor-Hour efforts identified in this contract.

(d) The Contractor shall account for and properly charge the applicable appropriation data string for the services and supplies billed for on each invoice.

G.4 ORDERING PROCEDURES (11/96)

(a) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue delivery orders or task orders hereunder:

Department of State Contracting Officer
Mike Larson
Patrick Murphy

(b) Orders placed under this contract shall contain the following information:

- (1) Date of order;
- (2) Contract number and order number;
- (3) Item number and description, quantity, and unit price;
- (4) Delivery or performance date;
- (5) Place of delivery or performance (including consignee);
- (6) Packaging, packing, and shipping instructions, if any;

- (7) Accounting and appropriation data;
- (8) Security clearance level(s), applicable to the order, if any; and
- (9) Any other pertinent information.

(c) Issuance of orders by facsimile is authorized in accordance with FAR 52.216-18 "ORDERING."

(d) For IDIQ CLINs X015 - X020 the INL/A Chief of Maintenance, Doug Aslett, is the ordering approval authority.

G.5 ADDITIONAL ORDERING PROCEDURES FOR OTHER GOVERNMENT AGENCIES (02/96)

Contracting Officers for the other Government agencies, identified in the clause entitled "ORDERING PROCEDURES," are authorized to issue delivery orders or task orders under this contract only after obtaining prior written authorization from the designated Contracting Officer's Representative (COR). Requests for authorization shall include: contract line item numbers, quantities, and prices for all items to be ordered. If approved, a copy of the COR's letter granting authorization shall be attached to the delivery order or task order. The Contractor shall not accept any orders from other Government agencies which do not include a copy of the COR's authorization. A copy of each delivery order or task order shall be provided to the U.S. Department of State's Contracting Officer and COR at the time the order is issued.

G.6 PURCHASE CARD ORDERS (06/99)

(a) *Definitions.* "Purchase Card," as used in this clause, means the Government-wide commercial credit card currently identified as the SmartPay Purchase Card. This is the only credit card authorized to be used for the placement and payment of oral delivery orders under this contract.

"Purchase Card Order," as used in this clause, means an oral delivery order placed under this contract using a Purchase Card.

"Cardholder," as used in this clause, means a Federal employee to whom a Purchase Card has been issued.

(b) Purchase Card Orders in the amount of \$2,500 or less may be placed by Department of State Cardholders for the supplies or services stated in SECTION C of this contract at the prices specified in SECTION B. Purchase Card Orders may be comprised of multiple items, however, the total amount of each Purchase Card Order shall not exceed \$2,500. All Purchase Card Orders must have prior written approval by the designated Contracting Officer's Representative (COR). Requirements may not be split in order to remain under the established Purchase Card threshold of \$2,500 per order.

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(c) Notwithstanding FAR 52.216-19 "DELIVERY ORDER LIMITATIONS," the Contractor shall honor Purchase Card Orders if the aggregate amount of the transaction is \$2,500 or less and the supplies or services requested have been approved in writing by the COR.

(d) Payments for Purchase Card Orders will be processed by:

Citibank Government Card Services
P.O. Box 6575
The Lakes, NV 88901-6575

(e) The Contractor shall not process a transaction for payment until the purchased supplies have been shipped or services performed. Unless the Cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the Contractor shall immediately credit a Cardholder's account for items returned as defective or faulty.

(f) In addition to the packing and marking requirements stated in SECTION D of this contract, the Contractor shall provide the following on the packing list or shipping document:

- (1) The Cardholder's name, office symbol, and telephone number; and
- (2) The term "Purchase Card Order" (DO NOT WRITE the Purchase Card ACCOUNT NUMBER).

(g) The Contractor shall submit a quarterly report of Purchase Card Orders to the Contracting Officer. The report at a minimum shall include: requiring office's symbol, name of cardholder, date of order, description of supplies or services, and the total dollar amount of the transaction.

G.7 TASK ORDERS (11/96)

(a) Task Order Requests shall be issued in writing to the Contractor by the Contracting Officer or the Contracting Officer's Representative (COR) and will describe the specific support required by the Department of State. A Task Order Request is a request for proposal; it is not a Task Order and does not authorize performance.

(b) Each Task Order Request shall include, at a minimum:

- (1) A description of the work to be performed;
- (2) Reporting, briefings, and/or other deliverable requirements; and
- (3) The estimated period of performance or required completion date.

(c) The Contractor shall, within ten working days of the receipt of a Task Order Request, submit to the COR a written technical proposal and a separate detailed cost proposal. A cost proposal shall include the following, as applicable:

- (1) The required number of labor hours by labor classification and labor rates;
- (2) Overtime hours and rates by labor category;
- (3) Direct material, travel, subsistence, and similar costs;
- (4) Dollar amount and type of any proposed subcontract(s);

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- (5) Total estimated price; and,
- (6) Proposed completion or delivery dates.

(d) The COR shall review the proposal and forward his written recommendations, along with a copy of the proposal, to the Contracting Officer. Following successful negotiations of the Contractor's proposal, the Contracting Officer shall issue a written Task Order to the Contractor providing the necessary funding and authorizing the Contractor to begin work.

(e) The Government shall not be obligated to pay the Contractor any amount in excess of the total Task Order amount, and the Contractor shall not be obligated to continue performance if to do so would exceed the total Task Order amount.

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H.1 AWARD TERM OPTIONS

(a) Definitions

Basic Term. The period established by the initial award document includes the transition period, basic award year and the following two priced years identified as Option I, and Option II.

Award Term Options. Award Term options III through IX can be earned by the contractor based upon reaching the performance objectives outlined in the Award Term Plan.

(b) The basic award period for this contract is for a total of 3.5 years, a six month transition period, basic award and two option years. The contract will also include an additional seven years of Award Term options, which may also be exercised. The basis of these contractor incentives is contractor performance that meets or exceeds the criteria described in Award Term Plan (Attachment J.6). The purpose of this incentive is to reward the contractor for maintaining a high level of performance throughout the life of the contract.

(c) Evaluation of the contractor's performance for the purpose of adding Award Term options shall be accomplished in accordance with the attached Award Term Plan. Even though an additional term(s) may be earned, the contractor is not legally entitled to the extension until the determination is made by the Contracting Officer to exercise the option IAW Clause 52.217-9 – Option to Extend the Term of the Contract. The government must have a bona fide need for the requirements of the option and exercise of the additional terms are based on clause 52.232-18 – Availability of Funds.

H.2 RESERVED.

H.3 GROUND AND FLIGHT RISK (SEP 1996)

(a) Definitions. As used in this clause-

(1) "Aircraft," unless otherwise provided in the Schedule, means-

(i) Aircraft to be delivered to the Government under this contract (either before or after Government acceptance), including complete aircraft and aircraft in the process of being manufactured, disassembled, or reassembled; provided that an engine, portion of a wing or a wing is attached to a fuselage of the aircraft; and

(ii) Aircraft, whether in a state of disassembly or reassembly, furnished by the Government to the Contractor under this contract, including all property installed, in the process of installation, or temporarily removed; provided that the aircraft and property are not covered by a separate bailment agreement.

(2) "Contractor's premises" means those premises designated in the Schedule or in writing by the Contracting Officer, and any other place the aircraft is moved for safeguarding.

(3) "Flight" means any flight demonstration, flight test, taxi test, or other flight made in the performance of this contract, or for the purpose of safeguarding the aircraft, or previously approved in writing by the Contracting Officer.

(i) For land based aircraft, "flight" begins with the taxi roll from a flight line on the Contractor's premises and continues until the aircraft has completed the taxi roll in returning to a flight line on the Contractor's premises;

(ii) For seaplanes, "flight" begins with the launching from a ramp on the Contractor's premises and continues until the aircraft has completed its landing run and is beached at a ramp on the Contractor's premises;

(iii) For helicopters, "flight" begins upon engagement of the rotors for the purpose of take-off from the Contractor's premises and continues until the aircraft has returned to the ground on the Contractor's premises and the rotors are disengaged; and

(iv) For vertical take-off aircraft, "flight" begins upon disengagement from any launching platform or device on the Contractor's premises and continues until the aircraft has been engaged to any launching platform or device on the Contractor's premises;

(v) All aircraft off the Contractor's premises shall be considered to be in flight when on the ground or water for reasonable periods of time following emergency landings, landings made in performance of this contract, or landings approved in writing by the Contracting Officer.

(4) "Flight crew member" means the pilot, the co-pilot, and, unless otherwise provided in the Schedule, the flight engineer, navigator, and bombardier-navigator when assigned to their respective crew positions for the purpose of conducting any flight on behalf of the Contractor. If required, a defense systems operator may also be assigned as a flight crew member.

(5) "In the open" means located wholly outside of buildings on the Contractor's premises or other places described in the Schedule as being "in the open." Government furnished aircraft shall be considered to be located "in the open" at all times while in the Contractor's possession, care, custody, or control.

(6) "Operation" means operations and tests of the aircraft and its installed equipment, accessories, and power plants, while the aircraft is in the open or in motion. The term does not apply to aircraft on any production line or in flight.

(b) Except as may be specifically provided in the Schedule as an exception to this clause, the Government assumes the risk of damage to, or loss or destruction of aircraft "in the open," during "operation," and in "flight." The Contractor shall not be liable to the Government for such damage, loss, or destruction.

(c) The Government's assumption of risk for aircraft in the open shall continue unless the Contracting Officer finds that the aircraft is in the open under unreasonable conditions, and the Contractor fails to take prompt corrective action.

(1) The Contracting Officer, when finding aircraft in the open under unreasonable conditions, shall notify the Contractor in writing of the unreasonable conditions and require the Contractor to make corrections within a reasonable time.

(2) Upon receipt of the notice, the Contractor shall promptly correct the cited conditions, regardless of whether there is agreement that the conditions are unreasonable. If the Contracting Officer later determines that the cited conditions were not unreasonable, an equitable adjustment shall be made in the contract price for any additional costs incurred in correcting the conditions. Any dispute as to the unreasonableness of the conditions or the equitable adjustment shall be considered a dispute under the Disputes clause of this contract.

(3) If the Contracting Officer finds that the Contractor failed to act promptly to correct the cited conditions or failed to correct the conditions within a reasonable time, the Contracting Officer may terminate the Government's assumption of risk for any aircraft in the open under the cited conditions. The termination will be effective at 12:01 a.m. on the fifteenth day following the day the written notice is received by the Contractor. If the Contracting Officer later determines that the Contractor acted promptly to correct the cited conditions or that the time taken by the Contractor was not unreasonable, an equitable adjustment shall be made in the contract price for any additional costs incurred as a result of termination of the Government's assumption of risk. Any dispute as to the timeliness of the Contractor's action or the equitable adjustment shall be considered a dispute under the Disputes clause of this contract.

(4) If the Government terminates its assumption of risk, the risk of loss for Government-furnished property shall be determined in accordance with the Government Property clause of this contract.

(5) The Contractor shall promptly notify the Contracting Officer when unreasonable conditions have been corrected. If the Government elects to again assume the risk of loss and relieve the Contractor of liabilities, the Contracting Officer will notify the Contractor. The Contractor shall be entitled to an equitable adjustment in the contract price for any insurance costs extending from the end of the third working day after the Contractor notice of correction until the Contractor is notified that the Government will assume the risk of loss. If the Government does not again assume the risk of loss and conditions have been

corrected, the Contractor shall be entitled to an equitable adjustment for insurance costs, if any, extending after the third working day.

(d) The Government's assumption of risk shall not extend to damage, loss, or destruction of aircraft which-

(1) Results from failure of the Contractor, due to willful misconduct or lack of good faith of any of the Contractor's managerial personnel, to maintain and administer a program for the protection and preservation of aircraft in the open and during operation in accordance with sound industrial practice. The term "Contractor's managerial personnel" means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or other equivalent representatives who supervise or direct all or substantially all of the Contractor's business; or all or substantially all of the Contractor's operations at any one plant or separate location at which this contract is performed; or a separate and complete major industrial operation in connection with the performance of this contract;

(2) Is sustained during flight if the flight crew members have not been approved in writing by the Government Flight Representative, who has been authorized in accordance with the combined regulation entitled "Contractor's Flight and Ground Operations" (Air Force Regulation 55-22, Army Regulation 95-20, NAVAIR Instruction 3710.1C, and Defense Logistics Agency Manual 8210.1);

(3) Occurs in the course of transportation by rail, or by conveyance on public streets, highways, or waterways, except for Government-furnished property;

(4) Is covered by insurance;

(5) Consists of wear and tear; deterioration (including rust and corrosion); freezing; or mechanical, structural, or electrical breakdown or failure, unless these are the result of other loss, damage or destruction covered by this clause. (This exclusion does not apply to Government-furnished property if damage consists of reasonable wear and tear or deterioration, or results from inherent vice in the property.); or

(6) Is sustained while the aircraft is being worked on and is a direct result of the work unless such damage, loss, or destruction would be covered by insurance which would have been maintained by the Contractor, but for the Government's assumption of risk.

(e) With the exception of damage, loss, or destruction in flight, the Contractor assumes the risk and shall be responsible for the first \$25,000 of loss or damage to aircraft in the open or during operation resulting from each separate event, except for reasonable wear and tear and to the extent the loss or damage is caused by negligence of Government personnel. If the Government elects to require that the aircraft be replaced

or restored by the Contractor to its condition immediately prior to the damage, the equitable adjustment in the price authorized by paragraph (i) of this clause shall not include the dollar amount of the risk assumed by the Contractor. In the event the Government does not elect repair or replacement, the Contractor agrees to credit the contract price or pay the Government \$25,000 (or the amount of the loss, if less) as directed by the Contracting Officer. (f) A subcontractor shall not be relieved from liability for damage, loss, or destruction of aircraft while in its possession or control, except to the extent that the subcontract, with the written approval of the Contracting Officer, provides for relief from each liability. In the absence of approval, the subcontract shall contain provisions requiring the return of aircraft in as good condition as when received, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of this contract. Where a subcontractor has not been relieved from liability, and damage, loss, or destruction occurs, the Contractor shall enforce liability against the subcontractor for the benefit of the Government.

(g) The Contractor warrants that the contract price does not and will not include, except as may be authorized in this clause, any charge or contingency reserve for insurance covering damage, loss, or destruction of aircraft while in the open, during operation, or in flight when the risk has been assumed by the Government, even if the assumption may be terminated for aircraft in the open.

(h) In the event of damage, loss, or destruction of aircraft in the open, during operation, or in flight, the Contractor shall take all reasonable steps to protect the aircraft from further damage, to separate damaged and undamaged aircraft, to put all aircraft in the best possible order and further, except in cases covered by paragraph (e) of this clause, the Contractor shall furnish to the Contracting Officer a statement of-

- (1) The damaged, lost, or destroyed aircraft;
- (2) The time and origin of the damage, loss, or destruction;
- (3) All known interests in commingled property of which aircraft are a part; and
- (4) The insurance, if any, covering the interest in commingled property.

Except in cases covered by paragraph (e) of this clause, the Contracting Officer will make an equitable adjustment in the contract price for expenditures made by the Contractor in performing the obligations under this paragraph.

(i) If prior to delivery and acceptance by the Government, aircraft is damaged, lost, or destroyed and the Government assumed the risk, the Government shall either-

- (1) Require that the aircraft be replaced or restored by the Contractor to the condition immediately prior to the damage, in which event the Contracting Officer will make an equitable adjustment in the contract price and the time for contract performance; or

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(2) Terminate this contract with respect to the aircraft, in which event the Contractor shall be paid the contract price for the aircraft (or, if applicable, any work to be performed on the aircraft) less any amount the Contracting Officer determines-

(i) It would have cost the Contractor to complete the aircraft (or any work to be performed on the aircraft) together with anticipated profit on uncompleted work; and

(ii) Would be the value of the damaged aircraft or any salvage retained by the Contractor.

The Contracting Officer shall prescribe the manner of disposition of the damaged, lost, or destroyed aircraft, or any parts of the aircraft. If any additional costs of such disposition are incurred by the Contractor, a further equitable adjustment will be made in the amount due the Contractor. Failure of the parties to agree upon termination costs or an equitable adjustment with respect to any aircraft shall be considered a dispute under the Disputes clause.

(j) In the event the Contractor is reimbursed or compensated by a third person for damage, loss, or destruction of aircraft and has also been compensated by the Government, the Contractor shall equitably reimburse the Government. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for damage, loss, or destruction. Upon the request of the Contracting Officer or authorized representative, the Contractor shall at Government expense furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment of subrogation) in obtaining recovery.

(k) The Contractor agrees to be bound by the operating procedures contained in the combined regulation entitled "Contractor's Flight and Ground Operations" in effect on the date of contract award.

H.4 RESERVED

H.5 GOVERNMENT-FURNISHED DATA (05/95)

(a) The Government shall provide to the Contractor the Government-furnished data described in Completed during transition. The Contracting Officer may at any time by written order:

- (1) Delete, supersede, or revise; in whole or in part, data listed in paragraph (a) above.
- (2) Add items of data as applicable.
- (3) Establish or revise due dates for items of data or information as applicable.

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(b) If the data listed or as modified during contract performance are not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract when:

- (1) The Contractor submits a timely written request for an equitable adjustment;
and
- (2) The facts warrant an equitable adjustment.

(c) Title to Government-furnished data shall remain in the Government. The Contractor shall use the Government-furnished data only in connection with this contract.

H.6 GOVERNMENT-FURNISHED EQUIPMENT AND SPACE (ON-SITE) (05/95)

For Contractor personnel performing work on Government premises, the Government shall provide the real property described in Completed during Transition

H.7 GOVERNMENT-FURNISHED MATERIAL (05/95)

(a) "Material," as used in this clause, means property that may be incorporated into or attached to a deliverable end item, or that may be consumed or expended in performing this contract.

(b) Notwithstanding any term or condition of this contract to the contrary, the Government will provide only that material set forth below.

Description

Approximate Value

Date

To Be Completed During Transition

H.8 GOVERNMENT-FURNISHED PROPERTY (05/95)

Notwithstanding any term or condition of this contract to the contrary, the Government will provide only that property and services set forth below for use in the performance of this contract.

Description

Approximate Value

Date

To Be Completed During Transition

H.9 INSURANCE (05/95) MODIFIED (04/96)

(a) In accordance with FAR 52.228-5 "INSURANCE—WORK ON A GOVERNMENT INSTALLATION," the Contractor shall, at no additional expense to this contract, provide and maintain, in addition to any other insurance coverage required elsewhere in this contract, the following types of insurance in the amounts specified. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing, that at least the kinds and minimum amounts of insurance required below have been obtained.

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(b) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work in a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(c) **Types of Insurance Required**

(1) **Workers' Compensation and Employers' Liability.** The Contractor is required to comply with all applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) **General Liability.** The Contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(3) **Automobile Liability.** The Contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) **Aircraft Public and Passenger Liability.** When aircraft are used in connection with performing the contract, the Contractor shall provide aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) **Vessel Liability.** When contract performance involves use of vessels, the Contractor shall provide vessel collision liability and protection and indemnity liability insurance as determined by the Department of State.

(6) **Defense Base Act:** The Defense Base Act applies to this procurement. The Contractor is required to comply with Section I clause 52.228-03, Workers' Compensation Insurance (Defense Base Act). (See also Section H.10 clause, Waiver of Defense Base Act Insurance Requirements for Local and Third Country Nationals Employed on Overseas Contracts.)

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(7) Insurance - Liability to Third Persons. The Contractor shall provide liability insurance as required by Section I clause 52.228-07, Insurance - Liability to Third Persons.

(8) Medical Evacuation Insurance. The Contractor shall provide medical evacuation insurance for those Contractor employees hired in the United States and assigned overseas on permanent assignment or temporary duty. The insurance shall provide for at least telephone access, medical reference service, emergency evacuation, medically supervised repatriation, repatriation of mortal remains. The Contractor is exempt from the requirement if the Contractor's health insurance program includes sufficient medevac coverage, as approved by the Contracting Officer.

H.10 WAIVER OF DEFENSE BASE ACT INSURANCE REQUIREMENTS FOR LOCAL AND THIRD COUNTRY NATIONALS EMPLOYED ON OVERSEAS CONTRACTS

The US Department of Labor has granted the Department of State a blanket waiver under the Defense Base Act for all foreign nationals employed on all overseas contracts for all services at US Diplomatic missions worldwide. The waiver is dated October 20, 1994. This waiver does not apply to employees who are:

1. hired in the United States by any Contractor.
2. Residents of the United States; or
3. Citizens of the United States.

The Contractor shall provide the employees covered by this waiver those workers' compensation benefits prescribed by the applicable local laws.

H.11 CERTIFICATE OF INSURANCE

The Contractor shall furnish the Contracting Officer with a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

H.12 SECURITY REQUIREMENTS (09/99)

(a) A facility security clearance at the Secret level is required for contract performance in accordance with the DD Form 254, Department of Defense Contract Security Classification Specification, attached to this contract.

(b) Since it will be necessary for some Contractor personnel to have access to classified material and/or to enter into areas requiring a security clearance, each Contractor employee requiring such access must have an individual security clearance commensurate with the required level of

access prior to contract performance. Individual clearances shall be maintained for the duration of employment under this contract, or until access requirements change.

(c) The Contractor shall obtain a Department of State building pass for all employees performing under this contract who require frequent and continuing access to Department of State facilities in accordance with DOSAR 652.237-71 "IDENTIFICATION/BUILDING PASS."

(d) Performance of this contract shall be in accordance with the attached DD Form 254, Department of Defense Contract Security Classification Specification and FAR 52.204-2 "SECURITY REQUIREMENTS."

(e) Classified material received or generated in the performance of this contract shall be safeguarded and disposed of in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

H.13 SAFEGUARDING OF INFORMATION (05/95)

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder

H.14 CONTRACTOR GENERATED MATERIAL

All material generated by the Contractor under this contract, including printouts and analytical reports in whatever form, e.g., computer tapes, audio, video, is the property of the Government. An inventory list of all such material shall be provided to the Government not less than sixty (60) days prior to the end of the contract. The material shall be delivered to the Government upon completion of the contract except for any items of material for which the Government has elected in writing not to take delivery. No Contractor generated material shall be made available or sold to any requesting Government or private activity without the prior written approval of the Contracting Officer.

H.15 ADVERTISING AND MEDIA COMMUNICATION RELEASES

The Contractor shall not refer to this award in any public or private advertising without the prior written approval of the Contracting Officer. Media communication releases pertaining to any

aspect of the award or performance there under, shall not be made without the prior written approval of the Contracting Officer.

H.16 IDENTIFICATION OF EMPLOYEES

The employees of the Contractor shall at all times be identified as officials, employees or agents of the Contractor or subcontractors and shall not be considered as officials, employees, or agents of the host country government or the Government of the United States of America.

H.17 COMPLIANCE WITH NATIONAL AND LOCAL HOST COUNTRY LAWS

The Contractor, including subcontractors, shall comply with all applicable national and local host country laws unless specifically authorized in writing to do otherwise by the Contracting Officer.

H.18 EMERGENCY LOCATOR INFORMATION

(a) The Contractor agrees to maintain the following information in a secure environment at the main operation base in the United States:

- (1) The full name, home address, and telephone number and position title of all individuals performing under this contract.
- (2) The name, address, and telephone number(s) of each individual's next of kin.
- (3) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.
- (4) All subcontractors' names, home office addresses, and telephone numbers, including any after hours emergency numbers, and the names and telephone numbers of the subcontractors' home office staff members having administrative responsibility for this contract.
- (5) Citizenship.

(b) Such information shall be provided to the Contracting Officer or the COR when requested.

H.19 STANDARDS OF CONDUCT

The Contractor shall ensure that personnel assigned to this contract observe the highest standards of personal and professional conduct, and that employees assigned to locations

outside the United States observe the requirements of the local law and applicable US mission regulations, including but not limited to instructions or policies governing outside employment, commercial activities, currency exchange, travel restrictions, and nonfraternization with host country nationals.

The Contractor is responsible for recruiting and hiring only those personnel who can maintain the standards of conduct required under this contract. Additionally, the Contractor is responsible for maintaining satisfactory standards of employee conduct and integrity and shall be held fully accountable for the conduct of its employees and its subcontractor's employees.

If the Contracting Officer determines that continued performance under this contract by any Contractor or subcontractor personnel is contrary to the public interest, the Contractor shall remove the employee from all work under this contract. The costs incurred for removal of personnel for violation of standards of conduct, including but not limited to travel or defense of litigation, shall not be allowable under this contract unless the Contracting Officer determines that the Contractor fulfilled its responsibility in the recruitment, employment, and oversight of the individual(s) involved.

H.20 CONTRACTOR PERSONNEL MEDICAL REQUIREMENTS

The Contractor shall be responsible for assuring that Contractor personnel, including subcontractor personnel, who are required to travel in connection with this contract, are physically able to travel to the intended destination and remain there without significant risks to health for the required periods. The Contractor shall be responsible for assuring that such individuals receive the proper immunizations and take the proper health measures before, during, and after said travel. Physical examinations and immunizations will not be provided by the Government.

H.21 TECHNICAL DIRECTION (05/95)

(a) Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the Contracting Officer's Representative specified in SECTION G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the Statement of Work.

(2) Guidance to the Contractor which assists in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the

time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement, which is not affected by the disputed technical instruction.

H.22 NONPAYMENT FOR UNAUTHORIZED WORK (05/95)

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

H.23 Economic Price Adjustment-Labor and Material (Jan 1997)

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rate of pay for all direct costs in Colombia paid in Peso shown in the Schedule (2,382.4 *Peso's to the US Dollar*) either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) shown in the Schedule results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) shown in the Schedule. There shall be no adjustment for-

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in rates or unit prices other than those shown in the Schedule; or

(iii) Changes in the quantities of labor from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

H.24 DEFINITION OF DIRECT PARTS AND MATERIALS:

"Direct Parts and Materials" are those parts or materials purchased, supplied, manufactured, or fabricated by the contractor for the sole purpose of incorporating them into or making them a part of the end products or components thereof covered by this contract. In addition, cleaning, brightening, and polishing compounds having direct application to the end products or components thereof covered by this contract, and purchased for the sole purpose of being used or consumed thereon shall be considered direct materials. "Direct Parts and Materials" shall not include parts or materials such as, but not limited to, office stationary and supplies, sweeping compounds and equipment, personnel washrooms, supplies, lighting supplies, utilities, gloves, wiping rags, cotton or wool waste, hacksaw blades, lathe tool bits, drill bits, files, masking tape and all other similar items. "Direct Parts and Materials" include all materials necessary for any required preservation, packaging, packing, marking, age control, interior blocking and bracing, and repair and/or modification of exterior shipping containers (including buying new shipping containers) as approved by the Contracting Officer Representative (COR), provided that the cost of such materials is not otherwise covered in indirect rates used in determining the fixed prices under this contract.

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H.25 SOURCE/ORIGIN/NATIONALITY REQUIREMENTS FOR PROCUREMENT OF GOODS AND SERVICES.

(a) General. Except as may be specifically approved or directed in advance by the Contracting Officer, all goods (e.g., equipment, vehicles, materials and supplies), and services which will be financed under this contract with United States dollars shall be procured in and shipped from the United States. The authorized geographic source code for this contract is 000, United States. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer. DOS has adopted the Agency for International Development's (AID) policies on source and nationality requirements which are contained in Chapters 4 and 5 of AID Handbook 1, Supplement B (Procurement Policies).

(b) Ocean and air transportation.

(1) Except as otherwise approved in writing by the Contracting Officer, DOS will finance only those costs:

(i) Incurred on vessels under U.S. flag registry, when Geographic Code 000 is authorized for procurement of goods or services;

(ii) incurred on vessels under flag registry of any free world country, if the costs are part of the total cost on a through bill of lading paid to a carrier for initial carriage on a vessel which is authorized in accordance with paragraphs (b)(1)(i) above.

(2) When use of non-U.S. flag vessels has been authorized, the following requirements still apply:

(i) At least 50% of the gross tonnage of all goods purchased under this contract and transported to the host country on ocean vessels shall be transported on privately-owned U.S. flag commercial vessels, to the extent such vessels are available at fair and reasonable rates for such vessels; and

(ii) At least 50% of the gross freight revenue generated by shipment of goods purchased under this contract and transported to the host country on dry cargo liners shall be paid to or for the benefit of privately-owned U.S. flag commercial vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

(3) When U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may request a certificate of non availability from the COR, giving the basis for the request. Such a determination of nonavailability will relieve the Contractor of the requirement to use U.S. flag vessels for the tonnage of goods included in the determination.

(4) Vouchers submitted for reimbursement which include ocean shipment costs shall contain a certification essentially as follows: "I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the Maritime Administration, Cargo Preference

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Control Center, Commerce Building, Washington, D.C. 20235 and that such bills of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement".

(5) For use of U.S. flag air carriers, see Section I clause 52.247-63, Preference for U.S. Flag Air Carriers.

(c) Marine insurance. The eligibility of marine insurance is determined by the country in which it is "placed." Insurance is "placed" in country if payment of the insurance premium is made to, and the insurance policy is issued by, an insurance company located in that country. Eligible countries for placement are governed by the authorized geographic code, except that if Code 941 is authorized, the host country is also eligible. Section 604(d) of the Foreign Assistance Act requires that if a recipient country discriminates by statute, decree, rule, or practice with respect to DOS-financed procurement against any marine insurance company authorized to do business in any State of the United States, then any DOS-financed commodity shipped to that country shall be placed in the U.S. with a company or companies authorized to do a marine insurance business in any State of the U.S.

(d) Ineligible goods and services. The following goods or services shall not be procured under this contract:

- (1) Abortion equipment and services,
- (2) Luxury goods and gambling equipment, or
- (3) Weather modification equipment.

If DOS determines that the Contractor has procured any of these specific ineligible goods and services under this contract and has received payment therefore, the Contractor agrees to refund to DOS the entire amount of the purchase.

(e) Restricted Goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals,
- (4) Pesticides,
- (5) Plasticizers,
- (6) Used equipment,
- (7) U.S. Government-owned excess property, or
- (8) Fertilizer.

If DOS determines that the Contractor has procured any of these specified restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contractor agrees to refund to DOS the entire amount of the purchase.

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(f) Printed or audio-visual teaching materials. If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by DOS in whole or in part and if other funds, including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference.

- (1) Code 000, United States,
- (2) Code —, Cooperating Country.
- (3) Code 941, Selected Free World,
- (4) Code 899, Free World.

(g) Ineligible suppliers. Funds provided under this contract shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under AID Regulation 8, "Suppliers of Commodities and Commodity-Related Services Ineligible for AID Financing" (22 CFR Part 208).

(h) Waiver for transactions not exceeding \$25,000. On October 25, 1989, the Assistant Secretary for International Narcotics and Law Enforcement Affairs executed a blanket source/origin/nationality waiver covering transactions for procurement of INC-funded commodities, commodity-related services and technical services not exceeding \$25,000.

H.26 TASK ORDERS (Applicable to CLINS 0011 and 0012, and if Options are exercised, Items 1011 through 2011 and 1012 through 2012, and if Award Term Options are exercised, Items 3011 through 9011 and 3012 through 9012)

A. GENERAL

(1) Any supplies and services to be furnished shall be ordered by issuance of Task Orders by the Contracting Officer. Such orders may be issued at any time during the performance of this contract.

(2) Orders issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the Task Order, and the right and obligations of the Contractor and the Government respecting those orders shall be covered by the terms of the contract to the same extent as if completed during the effective period of this contract.

(3) The Government may issue Task Orders which provide for delivery to or performance at multiple destinations.

(4) All Task Orders are subject to all of the terms and conditions of this contract. In the event of a conflict between a Task Order and this contract, the contract shall control.

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(5) If mailed, a Task Order is considered "issued" when the Government deposits the Task Order in the U.S. Mail. Definitive Task Orders may be issued by written telecommunications and facsimile.

(6) Written Task Orders will be issued to the Contractor by the Contracting Officer.

B. TASK ORDERING PROCEDURES

Task Order Requests shall be issued in writing to the Contractor by the Contracting Officer or the Contracting Officer's Representative (COR), and will describe the specific support required by the Department of State. A Task Order Request is a request for proposal; it is not a Task Order and does not authorize performance. Each Task Order shall be placed in accordance with the following procedures:

(1) The Contracting Officer or COR shall furnish the Contractor with a written Task Order Request. The Task Order Request shall include:

- (a) A description of the specified work required, including the appropriate CLIN.
- (b) The desired delivery schedule.
- (c) The place and manner of inspection and acceptance.
- (d) Any other pertinent information deemed necessary.

(2) The Contractor shall, within ten working days of the receipt of the Task Order Request or as specified in the Task Order Request, submit to the COR a written technical proposal, and a separate detailed cost proposal, to perform the work to include:

- (a) The required number of labor hours, by labor classification and schedule billing rates, for each product or task.
- (b) Overtime hours, by labor category, if required.
- (c) Proposed completion or delivery dates.
- (d) Direct material, travel, subsistence, and similar costs.
- (e) Dollar amount and type of any proposed subcontract. For all subcontracts proposed over \$10,000 include the identity of the subcontractor, the extent of the work to be subcontracted, the reason for subcontracting, and the extent of competition in selection of the subcontractor. Provide the same information for any proposed

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consultants.

(f) Total estimated cost plus fixed fee or firm fixed price as appropriate.

(3) The COR shall review the proposal and forward his written recommendations, along with a copy of the proposal, to the Contracting Officer.

(4) Following successful negotiations of the Contractor's proposal, the Contracting Officer shall issue a written Task Order to the Contractor providing the necessary funding and authorizing the Contractor to begin work.

C. TASK ORDER CONTENT AND EFFECT

(1) Each Task Order shall include the following information, if applicable:

- (a) Scope, including references to applicable contract provisions, and the appropriate CLIN.
- (b) The place and manner of inspection and acceptance.
- (c) Any Government furnished property, material or facilities to be made available for performance of the order.
- (d) An estimate of the number of hours of labor required to perform the order.
- (e) An estimate of the cost of direct material.
- (f) Total cost plus fixed fee or a firm-fixed price.
- (g) A delivery date or period of performance.
- (h) Accounting and appropriation data.
- (i) Any other information deemed necessary to the performance of the Task Order.

(2) The Contractor shall advise the Contracting Officer or COR of any apparent difficulties in performance which are anticipated, or at any time that difficulties in performance arise. Each Task Order shall be treated, for purposes of payment and expenditure ceilings, as independent documents.

(3) Task Orders may be priced on a firm-fixed-price or a cost-plus-fixed-fee (CPFF) basis. Estimates in CPFF priced Task Orders are to be considered not-to-exceed ceilings. If at any time the Contractor has reason to believe that the costs which he expects to incur in the

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performance of the Task Order in the next succeeding sixty (60) days, when added to cost previously incurred, will exceed seventy five percent (75%) of the estimated cost of the Task Order, the Contractor shall immediately notify the Contracting Officer in writing, providing a revised estimate of the total cost of performance of the Task Order.

(4) For Task Orders that are priced on a CPFF basis, the Government shall not be obligated to pay the Contractor any amount in excess of the Government liability in the Task Order, and the Contractor shall not be obligated to continue performance if to do so would exceed the Government liability set forth in the Task Order. Government liability for each negotiated CPFF Task Order is the total estimated cost plus base fee, subject to the limitation of funds or limitation of cost clauses, as applicable.

H.27 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS (05/95)

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this clause, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including (1) any warranty or representation made by the Contractor in a proposal as to hardware or software performance; total systems performance; and other physical, design, or functional characteristics of equipment, software package or system, or installation date; (2) any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above, made in any publications, drawings, or specifications accompanying or referred to in a proposal; and (3) any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal.

H.28 INCORPORATION OF SUBCONTRACTING PLAN

In accordance with FAR 52.219-9 the Small Business and Small Disadvantaged Business Subcontracting Plan submitted in response to Department of State Solicitation S-LMAQM-03-R-0008 is hereby approved and incorporated herein by reference.

H.29 KEY PERSONNEL (02/96)

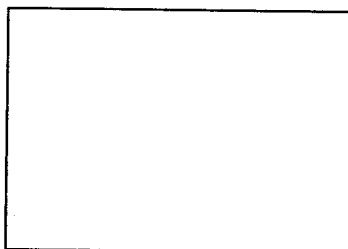
(a) The Contractor shall assign to this contract the following key personnel:

LABOR CATEGORY

NAME

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Program Director
Deputy Director
Site Manager, Bolivia
Site Manager, Colombia
Site Manager, Pakistan
Site Manager, Peru



B4

(b) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

(c) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five days, or ninety days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.30 SMOKE-FREE WORKPLACE NOTICE (05/95)

(a) The Department of State has been designated a smoke-free workplace.

(b) *Definitions.* "Smoking" means a lighted cigar, cigarette, pipe or other tobacco product. "Smoking Areas" means those designated exterior spaces where the smoking of tobacco products is permitted.

(c) *Applicability.* The Smoke-Free Workplace policy applies to all occupants of the Main State Complex; as well as all Department of State occupied space in other domestic buildings, whether owned, rented or leased, and to all Department of State owned, rented, or leased vehicles.

(d) *Policy.* It is the policy of the Department of State to promote a healthy environment. Accordingly, the Department has adopted a policy prohibiting smoking in the interior of all domestic buildings and facilities effective August 1, 1993.

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SECTION I — CONTRACT CLAUSES

SUBSECTION I-1 CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

<u>SOURCE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (DEC 2001)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
52.215-2	AUDIT AND RECORDS—NEGOTIATION (JUN 1999)
52.215-8	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997)
52.216-22	INDEFINATE QUANTITY
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)—ALT II (JAN 1999)
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

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52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--
OVERTIME COMPENSATION (SEP 2000)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE
VETERANS (DEC 2001)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
(JUN 1998)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE
VETERANS (DEC 2001)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--
PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
(MAY 1989)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY
DATA ALT I (JAN 1997) - ALTERNATE I (JUL 1995)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
(AUG 2003)

52.223-6 DRUG-FREE WORKPLACE (MAR 2001)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

52.225-5 TRADE AGREEMENTS (JUN 2003)

52.225-8 DUTY-FREE ENTRY (FEB 2000)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2003)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT (AUG 1996)

52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)

52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE II (JUN 1987)

52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE III (JUN 1987)

52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)
(APR 1984)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)

52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)

52.232-1 PAYMENTS (APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

52.232-11 EXTRAS (APR 1984)

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52.232-16	PROGRESS PAYMENTS (APR 2003)
52.232-17	INTEREST (JUN 1996)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (FEB 2002)
52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAY 2000)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.232-36	PAYMENT BY THIRD PARTY (MAY 1999)
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
52.233-1	DISPUTES (JUL 2002)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.237-8	Restriction on Severance Payments to Foreign Nationals (Aug 2003)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II (APR 1984)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUN 2003) ALT I (APR 1984)
52.245-17	SPECIAL TOOLING (DEC 1989)
52.245-18	SPECIAL TEST EQUIPMENT (FEB 1993)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997)
52.246-25	LIMITATION OF LIABILITY--SERVICES (FEB 1997)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
52.248-1	VALUE ENGINEERING (FEB 2000)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
52.251-1	GOVERNMENT SUPPLY SOURCES
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

Cost-Reimbursable Specific Clauses (CLINS 000XAC and 0011 and Option CLINS X00XAC and X011)

52.216-7	ALLOWABLE COST AND PAYMENT (DEC 2002)
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52.216-8	FIXED FEE (MAR 1997)
52.229-8	TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (FEB 2002)-ALTERNATE I (OCT 2001)
52.233-3	PROTEST AFTER AWARD (AUG 1996)-ALTERNATE I (JUN 1985)
52.243-2	CHANGES-COST-REIMBURSEMENT ALT II (APR 1984)
52.244-2	SUBCONTRACTS (AUG 1998)-ALTERNATE II (AUG 1998)
52.243-2	CHANGES-COST-REIMBURSEMENT ALTERNATE II (APR 1984)
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR
52.249-6	TERMINATION (COST-REIMBURSEMENT) (SEP 1996)-ALTERNATE IV (SEP 1996)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
52.249-14	EXCUSABLE DELAYS (APR 1984)

II. DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR CHAPTER 6)
CLAUSES:

652.216-70	ORDERING-INDEFINITE-DELIVERY CONTRACT (DEC 1994)
652.225-71	SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)
652.228-71	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)-SERVICES (AUG 1999)
652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
652.237-72	OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (AUG 1999)
652.242-73	AUTHORIZATION AND PERFORMANCE (AUG 1999)
652.243-70	NOTICES (AUG 1999)

SUBSECTION I-2 CLAUSES INCORPORATED IN FULL TEXT

I.1 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of the Contracting Officer's signature for a basic contract effort of a six-month transition period, a one-year basic period, and two one-year option periods and up to seven one-year award term option periods.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.2 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum and Maximum order.* The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(1) The Government estimates its requirement for supplies or services covered by this contract in an amount presented below:

CLIN	Minimum	Maximum
0008	3	7
0009*	0	
0010	5	10
Optional CLIN		
1008	3	7
1009*	0	
1010	5	10
Award Term Optional CLIN		
2008	3	7
2009*	0	
2010	5	10
Award Term Optional CLIN		
3008	3	7
3009*	0	
3010	5	10

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4008	3	7
4009*	0	
4010	5	10

*Dependent upon Contractor's Approach

(2) Any order for a combination of items in excess of twenty aircraft;

(3) A series of orders from the same ordering office within sixty days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(b) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (a) above.

(c) Notwithstanding paragraphs (a) and (b) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (a), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.3 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to the expiration date of the contract.

I.4 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (ACQ VARIATION) (11/99)

(a) The Government may extend the term of the contract by written notice(s) to the Contractor within the period(s) specified below.

Option Items	Latest Option Exercise Date	
1001-1012	October 31, 2006	
2001-2012	October 31, 2007	
Award Term Option Items	Award Term Decision	Latest Option Exercise Date
3001-3012	December 31, 2006	October 31, 2008
4001-4012	December 31, 2007	October 31, 2009
5001-5012	December 31, 2008	October 31, 2010

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6001-6012	December 31, 2009	October 31, 2011
7001-7012	December 31, 2010	October 31, 2012
8001-8012	December 31, 2011	October 31, 2013
9001-9012	December 31, 2012	October 31, 2014

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed eleven years.

1.5 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**THIS STATEMENT IS FOR INFORMATION ONLY:
IT IS NOT A WAGE DETERMINATION**

<i>Employee Class</i>	<i>Monetary Wage - Fringe Benefits</i>
01000 Administrative Support and Clerical	
Accounting Clerk	GS 3-5
File Clerk	GS 2-3
Secretary	GS 4-8
Supply Technician	GS-7
03000 Automatic Data Processing Occupations	
Computer Operator	GS 4-8
Computer Systems Analyst	GS 9-12
13000 Information and Arts Occupations	
Library Technician	GS-5
21000 Materials Handling and Packing Occupations	
Material Coordinator	WG-7
Shipping/Receiving Clerk	WG-4
Stock Clerk	WG-4
Warehouse Specialist	GS-5
23000 Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	WG-10

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Aircraft Servicer	WG-7
Aircraft Worker	WG-8
Appliance Mechanic	WG-9
Electrician, Maintenance	WG-10
Electronics Technician	WG 8-10
Painter, aircraft	WG-9

27000 Protective Service Occupations
Guard

GS 5-6

29000 Technical Occupations
Engineering Technician
Technical Writer

GS 3-11
GS-11

31000 Transportation/Mobil Equipment Operations Occupations
Airplane Pilot

GS-11

99000 Miscellaneous Occupations
Aircraft Quality Control Inspector
Instructor

WG-11
GS-9

I.6 FAR 52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to this solicitation, wage determinations have also been requested for the following: N/A

The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing within thirty days after release of this request for proposal.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.7 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages ALL, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated 25 March 2005, upon which this contract is based.

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1.8 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996) (DEVIATION)

(a) (1) Except as provided in paragraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program, provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed-

(1) For that portion-

(i) Of the reasonable cost of insurance allocable to this contract; and

(ii) Required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for-

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is limited to five percent (5%) of the funds remaining available in the annual appropriation for the Bureau of International Narcotics and Law Enforcement Affairs at the time a claim is adjudicated or settled. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)-

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

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(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of- .

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
- (iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; *provided*, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall-

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

I.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.10 52.232-32 Performance-Based Payments. (Feb 2002)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting

Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion, which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall

refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

I.11 FAR 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

- (a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.
- (b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).
- (c) Designated Office:

Name:	U.S. Department of State Payments Division Interface Control Branch
Mailing Address:	Washington, DC 20522-1506
Telephone Numbers:	Voice 703/875-6471 Fax 703/875-6686
Person to Contact:	Mr. Chauncey Lynch, Division Chief
Electronic Address:	VendorClaims@state.gov

[NOTE: Vendor shall submit EFT information using the attached Standard Form 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form." Effective October 1, 1999, the vendor's Taxpayer Identification Number must be included on all invoices and vouchers.]

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I.12 FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within seven calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance of delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner an sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

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(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, either of which events the Contractor shall continue performance; *provided*, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within fourteen calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2) or (3) above, advise the Contractor that additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications

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before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

I.13 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793),

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.14 52.246-19 Warranty of Systems and Equipment under Performance Specifications or Design Criteria (May 2001) Applicable to CLINS X0008, X009, and X010

(a) *Definitions.* As used in this clause-

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Defect" means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean "data."

(b) *Contractor's obligations.*

The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor in accordance with the applicable OEM or vendor's warranty provisions after DD250.

If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall-

(i) Promptly correct the defect; or

(ii) Promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 30 days after discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 45 days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 45 days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this clause to the same extent as supplies

or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) *Remedies available to the Government.*

(1) The rights and remedies of the Government provided in this clause-

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within 60 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to-

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise-

(i) Obtain detailed recommendations for corrective action and either-

(A) Correct the supplies or services; or

- (B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
- (ii) Obtain applicable data and reports; and
- (iii) Charge the Contractor for the costs incurred by the Government.

I.15 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: www.arnet.gov/far
DOSAR: www.statebuy.gov/home.htm

**I.16 DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (AUG 1999)
(ACQ STANDARD FORMAT) (09/99)**

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR is identified in Section G of this contract under "CONTRACT ADMINISTRATION DATA."

*Clauses only affecting Cost-Reimbursable CLINs***I.17 DOSAR 652.232-72 LIMITATION OF FUNDS (AUG 1999)**

(a) Of the total price in Section B (or the "Prices" section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)(1) It is contemplated that funds now obligated under this contract will cover the work to be performed until (See Line Item Detail in Section B).

(2) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until that date, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date specified in paragraph (c)(1) of this clause or another date agreed to by the parties.

(3) If, after notification is provided pursuant to paragraph (c)(2) of this clause, additional funds are not obligated, or an earlier date than the date in paragraph (c)(1) of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(2) of this clause regarding any additional funds obligated.

(e) If the contractor incurs additional costs or is delayed in the performance of work under this contract, solely by reason of the Government's failure to obligate additional funds in amounts sufficient for the timely performance of this contract, an equitable adjustment may be made to the price, or time of delivery, or both.

(f) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(g) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

Section J – LIST OF ATTACHMENTS

	TITLE	DATE	PAGES
J.1	<u>STATEMENT OF OBJECTIVES</u>	Dec 03	2
J.2	<u>Performance Based Payment Schedule</u>		
	<u>J.2.1 IT Transition</u>	April 05	2
	<u>J.2.2 Base Year</u>	Finalized During Transition	
	<u>J.2.3 Option Year 1</u>	Finalized During Transition	
	<u>J.2.4 Option Year 2</u>	Finalized During Transition	
J.3	<u>GOVERNMENT FURNISHED PROPERTY</u>	Finalized During Transition	
	<u>J.3.1 Property Book – Capital Assets*</u>		
	<u>J.3.2.1 Materials 1</u>		
	<u>J.3.2.2 Materials 2</u>		
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	<u>J.3.5 Services</u>		
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	<u>J.3.5.2 Inter Service Support Agreements</u>		
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	<u>J.3.5.2.3 Fort Stewart</u>		
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	<u>J.3.5.2.6 AMARC</u>		
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J.4	<u>Certificate of Aviation and Third Person Liability Insurance</u>	Aug 17, 04	1
J.5	<u>Department of Labor Area Wage Determinations</u>		
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J.6	<u>Award Term Plan</u>	April 05	12

J.7	<u>Deployment Schedule (Flight Hour Block Rate)</u>	April 05	15
J.8	<u>DD Form 254, Department of Defense Contract Security Classification Specification</u>	March 05	
J.9	<u>Super Huey Retrofit Program Performance Specification</u>	Dec 03	8
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J.12	<u>Contract Data Requirements List (CDRL)</u>		
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	<u>J.12.3 Cost Report</u>	Dec 03	1
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